

Seaton, J

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Exhibit B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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**LYONS PARTNERSHIP, L.P. and HIT
ENTERTAINMENT, INC.**

Plaintiffs,

v.

**PARTY ART PRODUCTIONS INC., ROBERTA
HERMAN, PHILIP HERMAN, PARTY POOPERS,
INC., MARLA MASE, 57TH STREET PARTY
CORP. D/B/A SAVE THE DATE, JENNIFER
GILBERT, THE MAGIC AGENCY INC., SHELLEY
CARROLL, and ERIC SILVEY D/B/A ERIC SILVEY
ENTERTAINMENT,**

Defendants.
 -----X

07 Civ. 7121 (LLS)(THK)

**STIPULATED PERMANENT
INJUNCTION AND ORDER**

Plaintiffs Lyons Partnership, L.P. and HIT Entertainment, Inc. (collectively, "Plaintiffs"), by and through their counsel, and Defendants The Magic Agency, Inc. and Shelley Carroll (collectively, the "Magic Agency Defendants"), do hereby stipulate and agree to entry of a permanent injunction under Federal Rule of Civil Procedure 65, enjoining and restraining the Magic Agency Defendants, their officers, agents, servants, employees, contractors and/or any individuals, entities or corporations acting in concert with them from:

- A. Purchasing, distributing, displaying, selling, offering to sell, renting, offering to rent, and/or using adult-size costumes depicting Barney®, BJ®, Baby Bop® or Bob the Builder® characters for children's entertainment or otherwise;
- B. Using or inducing others to use Plaintiffs' copyrights, trademarks, logos or trade dress, or any copy or imitation of any of them in any manner, including, but not limited to advertising, promoting, and/or marketing children's entertainment services;

- C. Passing off, inducing, or enabling others to sell or pass off any adult size costumes as genuine products authorized by Plaintiffs; and
- D. Committing or inducing others to commit any other acts calculated to cause purchasers to believe that the Magic Agency Defendants' adult size costumes are genuine products authorized by Plaintiffs; and
- E. Shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing or disposing of in any manner adult size costumes that copy, imitate or embody any of Plaintiffs' copyrights, trademarks, logos or trade dress.

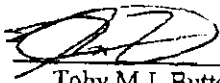
It is further stipulated and ordered that all adult size costumes or costume molds in the possession of the Magic Agency Defendants, if any, that are likely to cause others to believe that the Magic Agency Defendants' unlicensed costumes are connected with Plaintiffs or with Plaintiffs' genuine Barney®, BJ®, Baby Bop® or Bob the Builder® characters shall be surrendered to Plaintiffs' counsel forthwith at the expense of the Magic Agency Defendants.

It is further stipulated and ordered that for a period of one year from the date of this Stipulation, the Magic Agency Defendants shall promptly inform Plaintiffs of any changes of business name, location or ownership status.

It is further stipulated that the Honorable Louis L. Stanton, United States District Judge or his successor, shall retain jurisdiction to enforce the Settlement Agreement between Plaintiffs and the Magic Agency Defendants.

IT IS SO STIPULATED:

COWAN, DEBAETS, ABRAHAMS &
SHEPPARD LLP



Toby M.J. Butterfield, Esq.
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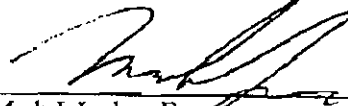
Attorneys for Plaintiffs

Dated: 3/4/08

SO ORDERED

Dated: March 4, 2008

INGBER & GELBER, LLP



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Millburn, New Jersey 07041
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Attorneys for Defendants The Magic
Agency, Inc. and Shelley Carroll

Dated: 2/26/08

Louis L. Stanton
HON. _____, U.S.D.J.